

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BR IP Holder LLC		02/18/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85867387	31° BELOW	
Serial Number:	85905524	BASKIN ROBBINS	
Serial Number:	85956280	BR	
Serial Number:	85075992	MORE FLAVORS. MORE FUN.	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-951-7170		
Email:	ronald.duvernay@ropesgray.com		
Correspondent Name:	Emilia F. Cannella		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	109306-0006		

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NAME OF SUBMITTER:	Emilia F. Cannella
Signature:	/e cannella/
Date:	02/18/2014
Total Attachments: 5 source=BR IP Holder#page1.tif source=BR IP Holder#page2.tif source=BR IP Holder#page3.tif source=BR IP Holder#page4.tif source=BR IP Holder#page5.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of February 18, 2014, by BR IP Holder LLC, a Delaware limited liability company ("**Grantor**"), in favor of BARCLAYS BANK PLC, in its capacity as administrative agent for the Secured Parties (in such capacity, the "**Administrative Agent**").

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement, dated as of December 3, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor (*provided* that the Trademarks shall not include any trademark application that would be deemed invalidated, cancelled or abandoned due to the security interest granted hereunder, including without limitation all United States trademark applications that are based on an intent to use, unless and until such time that the security interest will not cause the invalidation, cancellation or abandonment of such trademark application):

- (a) Trademarks of such Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon all of the Secured Obligations (other than (x) (i) Cash Management Obligations and (ii) Secured Obligations under Secured Hedge Agreements not yet due and payable, and (y) contingent obligations not yet accrued and payable) having been paid in full, all Letters of Credit having been Cash Collateralized or otherwise back-stopped (including by "grandfathering" into any future credit facilities), in each case, on terms reasonably satisfactory to the relevant L/C Issuer in its reasonable discretion, or having expired or having been terminated, and the Aggregate Commitments having expired or having been terminated and the termination of the Security Agreement, this Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of a Grantor's obligations and any lien arising therefrom shall be automatically released. The Administrative Agent at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors within a reasonable time an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BR IP HOLDER LLC

By: Theresa C. Ursino

Name: Theresa C. Ursino

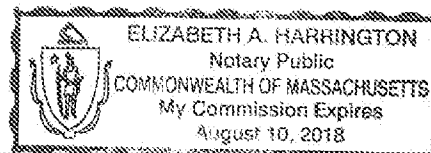
Title: Assistant Secretary

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF NORFOLK)

On this 18th day of February, 2014, before me, a notary public, the undersigned officer personally appeared, Theresa C. Ursino, known to me (or satisfactorily proven) to be the Assistant Secretary of BR IP HOLDER LLC, that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary deed of said entity for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

In witness whereof, I hereunto set my hand and official seal.

Elizabeth A. Harris
Signature of Notary Public



Print or Stamp Name of Notary Public

Notary Public in and for the State of Massachusetts

residing at 130 Royall Street, Canto, MA 02021

My appointment expires August 10, 2018

Acting in the County of: Norfolk

Schedule I
U.S. Trademark Registrations

Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
31° BELOW	85/867,387	3/5/2013	4,424,982	10/29/2013	BR IP HOLDER LLC
BASKIN ROBBINS	85/905,524	4/16/2013	4,425,689	10/29/2013	BR IP HOLDER LLC
BR	85/956,280	6/11/2013	4,474,620	1/28/2014	BR IP HOLDER LLC
MORE FLAVORS. MORE FUN.	85/075,992	7/1/2010	4,388,455	8/20/2013	BR IP HOLDER LLC